

ADOPTED

MEMORANDUM

MAY 7, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: PAUL BARRETT, DIRECTOR OF ECONOMIC DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR,
ECONOMIC DEVELOPMENT
JAMES SULLIVAN, PROJECT MANAGER, ECONOMIC
DEVELOPMENT

SUBJECT: PARCEL R-8B, CHARLESTOWN URBAN RENEWAL AREA
MASS PROJECT R-55, 26-30 NORTH MEAD STREET,
CHARLESTOWN, FINAL DESIGNATION OF REDEVELOPER

SUMMARY: Memorandum requests Final Designation of Thomas and Donna Hickey as Redevelopers of Parcel R-8B, a vacant 7,505 square foot parcel, located at 26-30 North Mead Street in the Charlestown Urban Renewal Area.

On April 5, 1990 the Boston Redevelopment Authority authorized advertisement of Parcel R-8B, a vacant 7,505 square foot parcel, located at 26-30 North Mead Street in the Charlestown Urban Renewal Area. The parcel was advertised in the Boston Herald and the Charlestown Patriot on August 4, 1990 and August 10, 1990 respectively.

The intent of Request for Proposals (RFP) was to create a homeownership opportunity for a Boston resident. The design guidelines included in the RFP for Parcel R-8B are as follows:

- o Design of the dwelling cannot exceed the height restriction mandated by the Charlestown Urban Renewal Plan;
- o Floor Area Ratio must not exceed 1.0;
- o The design must blend in with the surrounding dwellings in the neighborhood, and,
- o On site parking must be provided.

On August 31, 1990 the advertisement closed. Three proposals were submitted.

Authority staff reviewed all proposals and found that Thomas and Donna Hickey submitted the proposal which best meets the Authority's requirements and the terms of the Request for Proposals.

On October 25, 1990, Thomas and Donna Hickey, lifelong residents of Charlestown, were granted Tentative Designation as Redevelopers of Parcel R-8B.

In keeping with the terms of the Tentative Designation, Final Working Drawing and Specifications were reviewed and approved by Authority staff for a two story, single family, modified colonial home designed by J.W. French Associates, Inc. The design is in character with the surrounding dwellings in the neighborhood, and on-site parking is provided.

Total Development Costs for the project are approximately \$165,000 and will be financed through the sale of the Hickey's single family home and personal finances. (see attachment). Tom Hickey Remodeling and Repair Co. will be the general contractor for the project.

Therefore, it is recommended that Thomas and Donna Hickey, 4 Ludlow Street, Charlestown be granted Final Designation as Redevelopers of Parcel R-8B, a 7,505 square foot parcel located at 26-30 North Mead Street in the Charlestown Urban Renewal Area.

AN APPROPRIATE RESOLUTION FOLLOWS:

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY RE: FINAL DESIGNATION OF THOMAS AND DONNA HICKEY REDEVELOPER, APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS, AND PROPOSED DISPOSITION OF PARCEL R-8B, 26-30 NORTH MEAD STREET, CHARLESTOWN URBAN RENEWAL AREA PROJECT NO. MASS. R-55.

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loans and capital grants with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified project; and

WHEREAS, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with federal financing assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion, or national origin; and

WHEREAS, THOMAS AND DONNA HICKEY have expressed an interest and submitted a satisfactory proposal for the development of Parcel R-8B in the Charlestown Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That THOMAS AND DONNA HICKEY be, and hereby are, granted Final Designation as Redevelopers of Parcel R-8B in the Charlestown Urban Renewal Area.
2. That it is hereby determined that THOMAS AND DONNA HICKEY possess the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposition of said Parcel by negotiation is the appropriate method of making the property available for redevelopment.
4. That the Final Working Drawings and Specifications submitted by THOMAS AND DONNA HICKEY for the development of Parcel R-8B conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be, and hereby are, approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to, or impairment of, the environment and further, that all practical feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.
6. That the Director is hereby authorized for, and on behalf of, the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcel R-8B to said THOMAS AND DONNA HICKEY and to execute additional documents as may be necessary to effectuate the development of the property, said documents to be in the Authority's usual form.
7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).
8. That the Authority hereby adopts the recommendation of its Land Disposition Officer and approve the reuse price of \$14,000 for said Parcel R-8B.

COMMENTSCERTIFICATE NO. 70PROJECT CHARLESTOWNDISPOSITION PARCEL NO. R-8B AREA 7,505 S.F.ADDRESS 26-30 No. Mead Street

<u>Parcel No.</u>	<u>First Appraisal</u>	<u>Appraiser</u>	<u>Second Appraisal</u>	<u>Appraiser</u>	<u>Rec. Min. Disp. Price</u>
R-8B	\$20,000	F.Rogers	\$14,000	R.Partridge	\$14,000

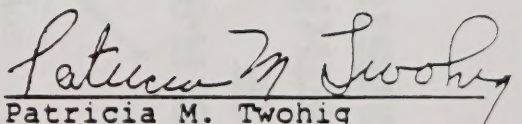
The subject property is rectangular in shape and contains 7,505 square feet. It is located on a "paper" portion of North Mead Street.

The parcel is extremely steep and North Mead Street slopes about 50 feet to Medford Street.

The developer has submitted figures for extraordinary costs which have been reviewed by the Authority.

Each appraiser uses the comparable sales approach. However, this parcel is unique, and great consideration is given to the additional cost for such items as the retaining wall to be erected and the cost to connect to the sewer on Medford Street.

This review appraiser agrees with Mr. Partridge's final figure of \$14,000.


Patricia M. Twohig
Land Disposition Officer



LITTLE MYSTIC CHANNEL

CAMBRIDGE

SOMERVILLE

PARCEL R-8B

7,505 SF

26 NORTH MEAD STREET

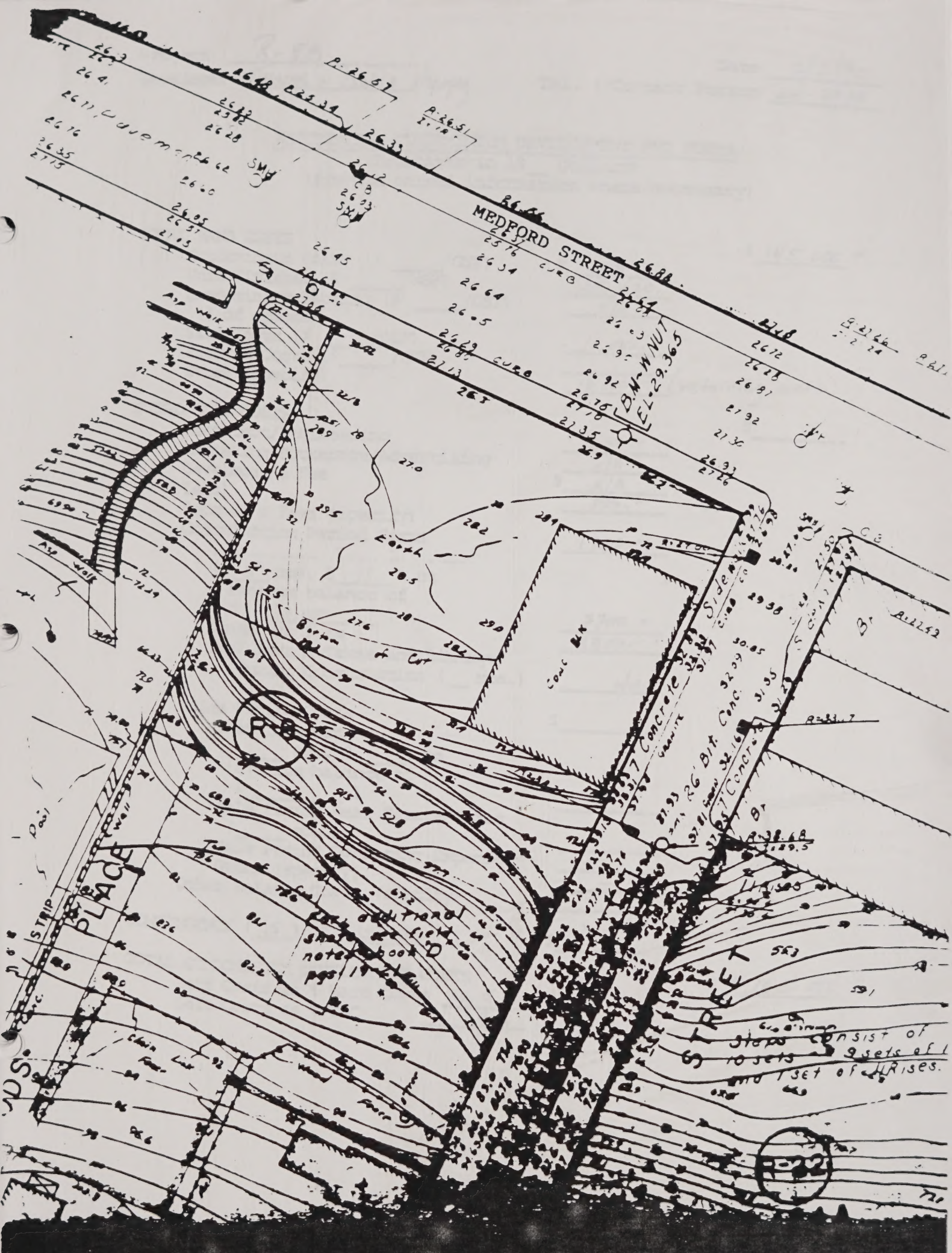
CHARLESTOWN



22,
 WIDTH
 DEPTH
 ACCESS
 PARKING
 ZONING

NOTES:
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DISPOSIT
 PARCELS
 DATE



MEDFORD STREET

PLACE

TRAIL

R-8

STOPS consist of 10 sets of 9 sets of 1 and 1 set of 4 Rises.

CONC. BLK.

SIDEWALK

NOTES
pgs 14-15

R-22

Project R-8B
Developer THOMAS + DONNA Hickey

Date 2/2/90
Tel. #/Contact Person 241-7979

RESIDENTIAL CONDOMINIUM DEVELOPMENT PRO FORMA
(Estimates in 19__ Dollars)
(Provide priced information where necessary)

TOTAL HARD COSTS

Condominium Units (\$ ____/GSF)	\$ <u>N/A</u>	\$ <u>145,000.-</u>
Unit Finishes (\$ ____/NSF)	<u>125,420.-</u>	
Condominium Parking (\$ ____/GSF) (# of spaces)	<u>N/A</u>	
Site Costs (\$ ____/GSF)	<u>10,000.-</u>	
Premium Costs (\$ ____/GSF)		
Other (specify)	<u>10,000.- (retaining walls)</u>	

TOTAL SOFT COSTS

Architect/Engineering	<u>3,000.-</u>	\$ _____
Marketing/Brokerage/Advertising	<u>N/A</u>	
Developer's Fee	<u>N/A</u>	
Legal	<u>800.-</u>	
Permits & Fees (specify)		
Construction Period Costs	<u>1200.-</u>	
(<u>8</u> mos. @ <u>11</u> % on average balance of \$ <u>70,000.-</u>)	<u>7700.-</u>	
Financing Fees	<u>3300.-</u>	
Real Estate Taxes and Linkage during Construction (<u> </u> mos.)	<u>40.-</u>	
Sales Period Costs	\$ _____	
Loan Interest (<u> </u> mos. @ <u> </u> % on average balance of \$ _____)		
Sale Period Real Estate Taxes (<u> </u> mos.)		
Sale Period Operating Expenses		
Other (specify)		
Other Related Costs (specify)	\$ _____	
CONTINGENCY (<u>5</u> % of \$ <u>150,000.-</u>)	\$ _____	

TOTAL CONDOMINIUM DEVELOPMENT COSTS

Soft Costs as % Hard Costs	<u>10.5%</u>	\$ <u>165,000.-</u>
Soft Costs as % TTC	<u>9%</u>	

DISCLOSURE STATEMENT CONCERNING BENEFICIAL
INTEREST REQUIRED BY SECTION 40J OF
CHAPTER 7 OF THE GENERAL LAWS

- (1) Location: PARCEL R-8B 26 No. Mead St. CHARLESTOWN, MA
- (2) Grantor or Lessor: _____
- (3) Grantee or Lessee: _____
- (4) I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest accurate to within one-half percent) in the above-listed property are listed below in compliance with the provisions of Section 40J of Chapter 7 (see attached Statute).

NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:

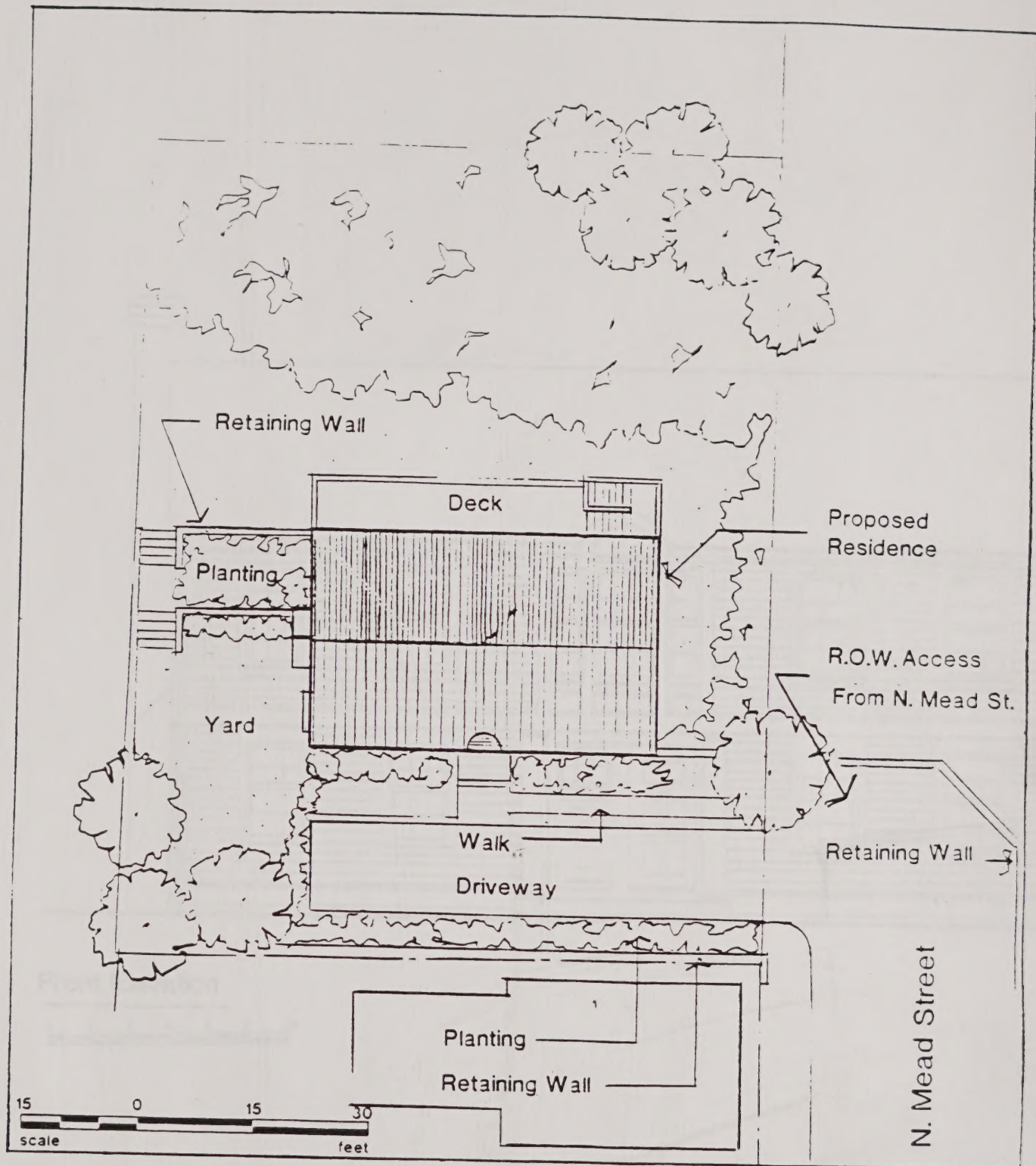
<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE INTEREST</u>
THOMAS M. Hickey Jr.	4 Ludlow St. CHARLESTOWN	100% }
DONNA M. Hickey	" "	

- (5) The undersigned also acknowledged and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the State Department of Capital Planning and Operations.

SIGNED under the penalties of perjury.

Signature: Donna M. Hickey

Date: 2/2/92



Proposed Site Plan

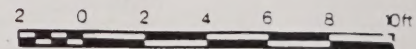


Front Elevation





Side Elevation

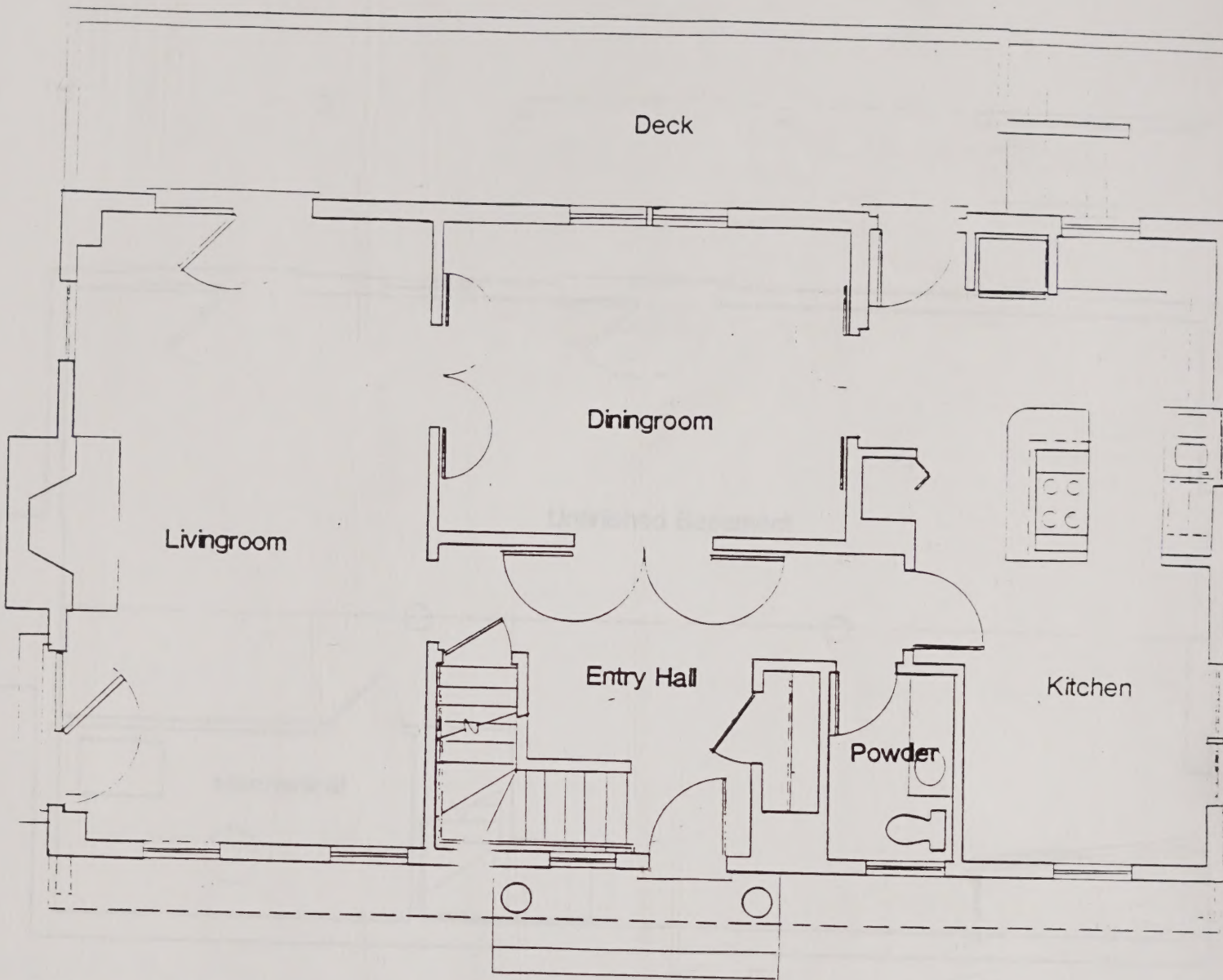




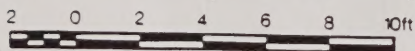
Rear Elevation

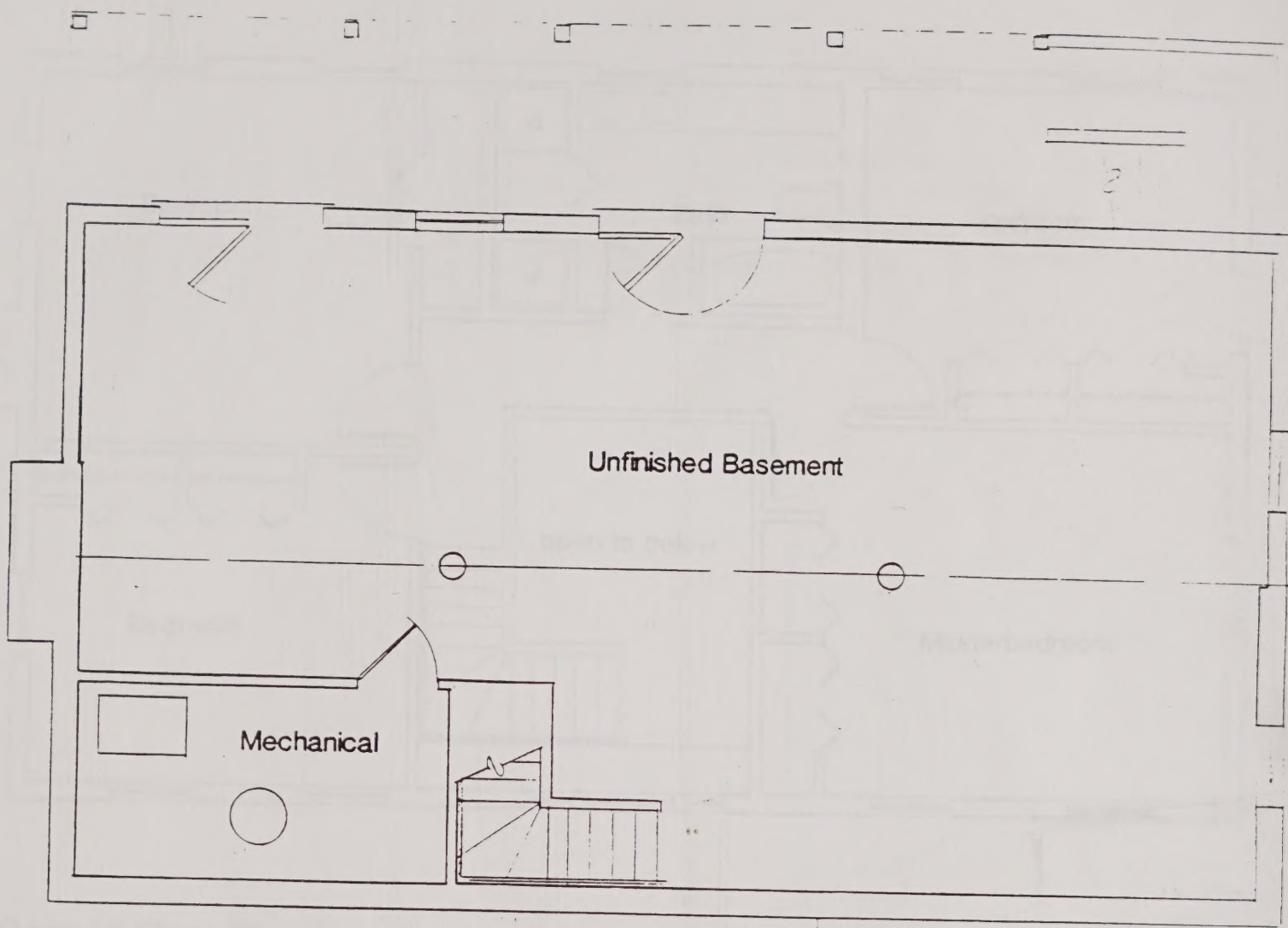




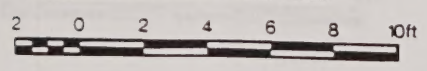


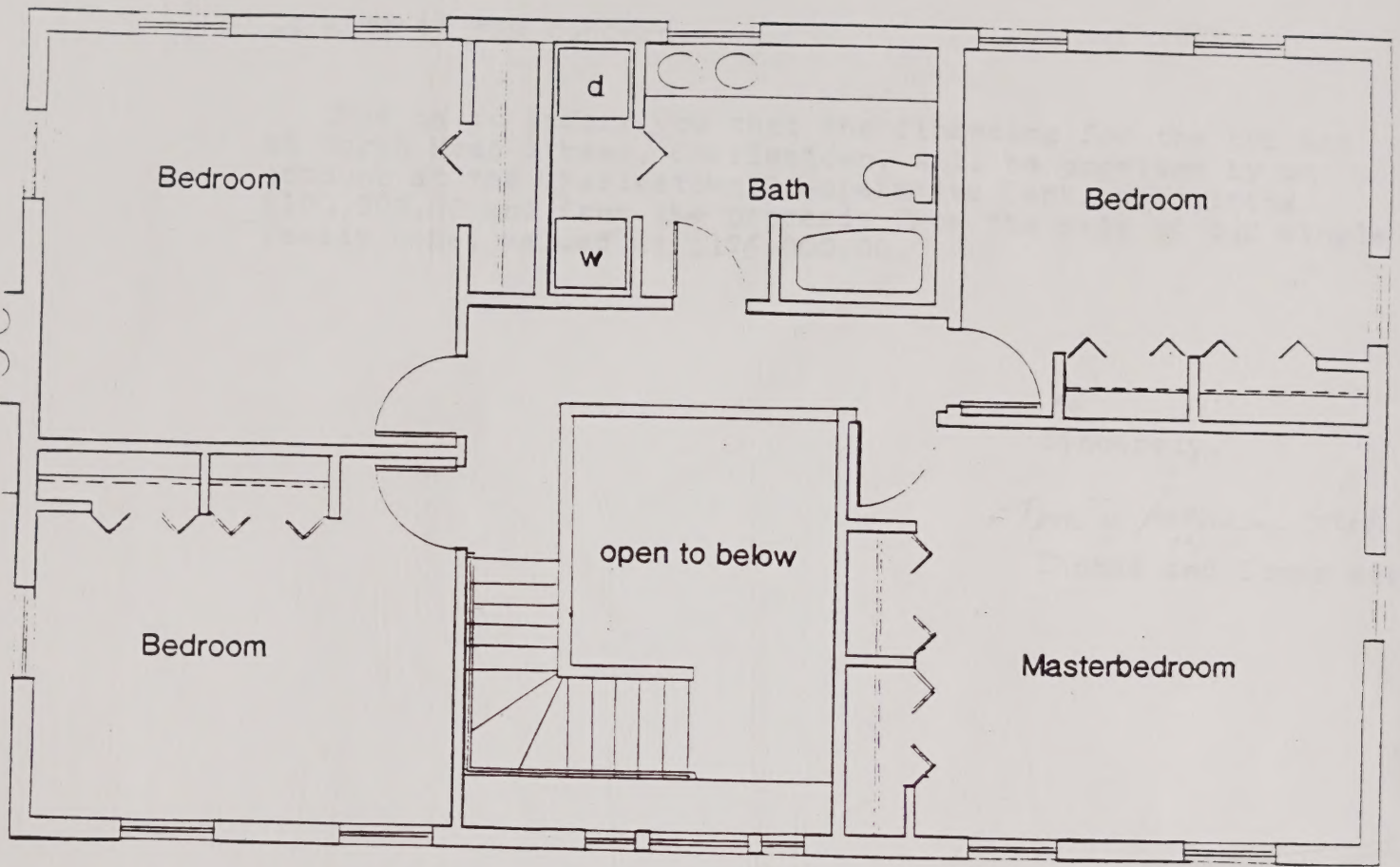
First Floor Plan



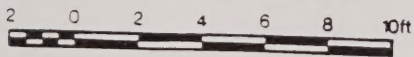


Basement Plan





Second Floor Plan



Tom Hickey

Remodeling & Repair

Charlestown, Mass.

Phone: 241-7979

February 12, 1968

To whom it may concern,

This is to inform you that the financing for the project at North Mead Street, Charlestown, will be provided by an account at the Charlestown Co-operative Bank, containing \$100,000.00 and from the proceeds from the sale of our single family home, valued at \$175,000.00.

Sincerely,

Tom & Donna Hickey

Thomas and Donna Hickey

SINAME

SAVINGS ACCOUNT
NAME & ADDRESS INQUIRY

BR# 01
TERM# 79

09APR9
11:15 A

ACCOUNT ID:

OWNERSHIP CODE..... 02

*** NAME AND ADDRESS ***

** USAGE CODES **

LABEL..... 00
CONFIRMATION..... 00
1099..... 00
STATEMENT..... 00
PDO CHECK..... 00
PWO CHECK..... 00
WDL CHECK..... 00
OPEN #1..... 00
OPEN #2..... 00

101 1 HELEN=MCCREEVAN
102 DONNA M=HICKEY
201 0 38 SACKVILLE STREET
202 CHARLESTOWN MA
471 0 1923

02129-1923

4/14/92

To Whom It May Concern:

The balance in the above described account,
as of this date, is \$109,845.36.

Sincerely,

Dorothy M. Torpey
Dorothy M. Torpey
Assistant Treasurer

STANDARD FORM PURCHASE AND SALE AGREEMENT

From the Office of:

This 15 day of March 19 1988

1. PARTIES
AND MAILING
ADDRESSES

(fill in)

hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION
(fill in and include
title reference)

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and

but excluding _____

4. TITLE DEED
(fill in)

* Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

*(f)

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is _____ dollars, of which

\$ 7,500 have been paid as a deposit this day and

\$ 7,500 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

\$ 20,000 TOTAL



8. TIME FOR PERFORMANCE; DELIVERY OF DEED (*fill in*) Such deed is to be delivered at _____ o'clock _____ M. on the _____ day of _____, 19____, at the Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISE. (*attach a list of exceptions, if any*) Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (*Change period of time if desired*). If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty _____ days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER's ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
15. INSURANCE
*Insert amount
(list additional types of insurance and amounts as agreed)
Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
Type of Insurance Amount of Coverage
(a) Fire and Extended Coverage \$ _____
(b) _____
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Broker's fee for professional services of is due from the SELLER to the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.
19. BROKER(S) WARRANTY
(fill in name) The Broker(s) named herein warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
(fill in name) All deposits made hereunder shall be held in escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase) In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ 20,000.00 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before May 1, 1992, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before May 1, 1992.

27. CONSTRUCTION
OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER the obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT
LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE
DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. ADDITIONAL
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER (or spouse)

SELLER

BUYER

BUYER

Broker(s)

EXTENSION OF TIME FOR PERFORMANCE

Date

The time for the performance of the foregoing agreement is extended until 11:00 o'clock PM M. on the 11th day of April 1994, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

SELLER (or spouse)

SELLER

BUYER

BUYER

Broker(s)